RESALE COMMON CARRIER TARIFF

FOR

BUDGET CALL LONG DISTANCE, INC.

This tariff contains the rules, regulations, descriptions, and rates applicable to the furnishing of Intrastate Resale Common Carrier Communications offered by Budget Call Long Distance, Inc. between points within South Carolina.

Issued: March 9, 1995 Effective: September 14, 1995

CHECK SHEET

Sheets of this tariff listed below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Explanation of Symbols - When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rates.
- (M) To signify material relocated from one page to another without change.
- (N) To signify new rate, regulation, or text.
- (R) To signify reduced rate.
- (S) To signify reissued material.
- (T) To signify a change in text, but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by Budget Call Long Distance, Inc. within the State of South Carolina.

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SERVICE AREA MAP

Budget Call Long Distance, Inc. will offer intrastate service throughout the State of South Carolina.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Budget Call Long Distance, Inc. switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Budget Call - Used throughout this tariff to mean Budget Call Long Distance, Inc. unless clearly indicated otherwise by the text.

Commission - The South Carolina Public Service Commission.

Company or Carrier - Budget Call Long Distance, Inc. unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity who accesses the Company's network and receives service via a 10XXX or 101XXXX access code belonging to the Company or any of its affiliates or subsidiaries or via the Company's travel card service, or otherwise accesses the Company's network and receives services for which no other Customer is obligated to compensate the Company; and who is responsible for payment of charges and for compliance with the Company's tariffs.

Daytime - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Equal Access - The ability of the Carrier to serve end users on a presubscribed basis rather than through the use of dial access codes.

Holidays - Holidays observed by the Carrier as specified in this tariff.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

LEC - Local Exchange Company

Subscriber - See Customer.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Budget Call Long Distance, Inc.

Budget Call's services and facilities are furnished for communications originating at specified points within the state of South Carolina under terms of this tariff.

Budget Call installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities, billing and collection agreements, and equipment and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 The Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

- 2.2 Limitations, (cont'd.).
 - 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

- The liability of the Company for its willful 2.4.1 misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Customer or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Company's liability, if any, is limited to the lesser of \$500 or the actual damages or injury sustained, which in the event of any failure of service shall be deemed to be 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Company. For message toll services, the actual damage is limited to the prorated charges applicable to interrupted call for the period during which service was interrupted. In addition, Customer credits for interrupted service will be issued, where applicable, in accordance with the provisions of Section 2.14.
- 2.4.2 In no event will Company be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Company is found to have been willfully negligent.
- 2.4.3 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

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2.4 Liabilities of the Company, (cont'd.)

- 2.4.4 The Company shall be indemnified and held harmless by the Customer against:
 - a. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Company's facilities; and
 - b. Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and
 - c. All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.
- 2.4.5 The Company will make no refund of overpayments by a Customer unless the claim for such overpayment together with proper evidence be submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.

2.5 Deposits

The Company does not require deposits of Customers.

2.6 Advance Payments

The Company does not require advance payments of Customers.

2.7 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key system or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.9 Installation and Termination

No installation is required. The Customer initiates service by dialing the Company's access code prior to dialing the destination telephone number. Certain service may require advance notification of the Company by the Customer in order to identify the originating line for special billing programs.

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2.10 Payment for Service

- charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Budget Call Long Distance, Inc. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Any objections to billed charges must be reported to the Company or its billing agent within six months after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- Customers are billed directly by the local exchange company and are subject to the payment regulations applicable to the local exchange company which are approved by the Department.
- 2.10.3 In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owned to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the unpaid charges accruing at a rate of one-and-one half percent (1.5%) per month. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.
- 2.10.4 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

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2.10 Payment for Service, (Cont'd.)

- 2.10.5 The Company will not disconnect service to the Customer for nonpayment of disputed, unregulated telecommunications charges.
- 2.10.6 The Customer may notify the Company of any billing problem or complaint by dialing the 800 number on the bill. If the Customer has contacted the Company and is still not satisfied the final resolution of the complaint, the Customer may contact the South Carolina Public Service Commission for complaint resolution.

2.11 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with Budget Call's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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2.12 Refusal or Discontinuance by Company

Budget Call may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:

- (a) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- (b) For use of telephone service for any other property or purpose than that described in the application.
- (c) For neglect or refusal to provide reasonable access to Budget Call or its agents for the purpose of inspection and maintenance of equipment owned by Budget Call or its agents.
- (d) For noncompliance with or violation of Commission regulation or Budget Call's rules and regulations on file with the Commission, provided five (5) days' written notice is given before termination.
- (e) For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases.
- (f) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Budget Call's equipment or service to others.
- (g) Without notice in the event of tampering with the equipment or services owned by Budget Call or its agents.

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2.12 Refusal or Discontinuance by Company, (cont'd.)

- (h) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Budget Call may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (i) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.

2.13 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. No credit is issued for outages less than 1/2 hour in duration. Credit for outages greater than 1/2 in duration is issued for fixed recurring monthly charges only. No credit is given for usage-sensitive charges. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected Interruptions Carrier's terminal. Customer-provided or Carrier-provided automatic equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

2.15 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service, and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company.

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2.16 Minimum Service Period

No minimum service period applies.

2.17 Cancellation by Customer

The Customer may cancel service at any time by not dialing the Company's access code prior to placing a call.

2.18 Other Rules

2.18.1 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the South Carolina Public Service Commission.

SECTION 3 - SERVICE AND RATE DESCRIPTION

3.1 General

Service is offered to residential and business Customers and is available on a dial access basis from equal access originating end offices only. Rates are expressed as maximum rates. Current rates for all products and services are located in Appendix A of this tariff.

3.2 Timing of Calls

- 3.2.1 Long distance usage charges are based on usage of Budget Call's service. The Company will determine that a call has been established through industry standard answer detection methods, including software and hardware answer detection.
- 3.2.2 Chargeable time for a call ends upon disconnection by either party.
- 3.2.3 The minimum call duration and usage measurement and rounding for billing purposes is one minute unless otherwise specified in the product description in this tariff.
- 3.2.4 No charges apply for incomplete calls. If a Customer believes he or she has been incorrectly billed for an incomplete call, the Company will, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1 Obtain the "V" and "H" coordinates for the serving
 wire center of the originating and the destination
 points.
- Step 2 Obtain the difference between the "V" coordinates of each of the wire centers. Obtain the difference between the "H" coordinates.
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

 $\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$

Formula:

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3.4 Time of Day Rate Periods

Unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

Day Rate Period:

Monday through Friday, 8:00 AM

to 5:00 PM*

Evening Rate Period:

Sunday through Friday, 5:00 PM

to 11:00 PM*

Night/Weekend Rate Period:

All days, 11:00 PM to 8:00 AM*

Saturday 8:00 AM to Sunday 5:00

PM*

* To, but not including

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3.5 Holiday Rates

The non-day rate applies to the following holidays unless a lower rate would normally apply.

New Year's Day - January 1 Independence Day - July 4

Labor Day - As nationally observed Thanksgiving Day - As nationally observed

Christmas Day - December 25

Evening Rate Period rates will apply to all calls made from 8:00 AM to, but not including, 11:00 PM on Company-recognized holidays.

3.6 Casual Calling

Casual calling is a specialized service allowing Customers to access the Company's network by using the dialing sequence "10XXX." As all Casual Calling calls are billed via local exchange carrier monthly invoices, Casual Calling is only available in those areas where a billing and collection agreement exists between the Company and the local exchange carrier serving the Customer's account.

Per Minute Usage Charges are based on airline mileage as calculated using formula in Section 3.3 of this tariff. All calls are rounded to the next higher full minute with a minimum billing of one minute per call.

InterLATA Maximum Rates:

Mileage	Day		Evening		Night/Weekend	
Band	1ST MINUTE	ADD'L MINUTE	1ST MINUTE	ADD'L MINUTE	1ST MINUTE	ADD'L MINUTE
0-10	.5000	.5000	.5000	.5000	.5000	.5000
11-16	.5000	.5000	.5000	.5000	.5000	.5000
17-22	.5000	.5000	.5000	.5000	.5000	.5000
23-30	.5000	.5000	.5000	.5000	.5000	.5000
31-55	.5000	.5000	.5000	.5000	.5000	.5000
56-70	.5000	.5000	.5000	.5000	.5000	.5000
71-124	.5000	.5000	.5000	.5000	.5000	.5000
125+	.5000	.5000	.5000	.5000	.5000	.5000

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3.6 Casual Calling, Cont'd.

IntraLATA Maximum Rates:

Mileage	Day		Evening		Night/Weekend	
Band	1ST MINUTE	ADD'L MINUTE	1ST MINUTE	ADD'L MINUTE	1ST MINUTE	ADD'L MINUTE
0-10	.5000	.5000	.5000	.5000	.5000	.5000
11-16	.5000	.5000	.5000	.5000	.5000	.5000
17-22	.5000	.5000	.5000	.5000	.5000	.5000
23-30	.5000	.5000	.5000	.5000	.5000	.5000
31-40	.5000	.5000	.5000	.5000	.5000	.5000
41-55	.5000	.5000	.5000	.5000	.5000	.5000
56-70	.5000	.5000	.5000	.5000	.5000	.5000
71-124	.5000	.5000	.5000	.5000	.5000	.5000
125-196	.5000	.5000	.5000	.5000	.5000	.5000
197+	.5000	.5000	.5000	.5000	.5000	.5000

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3.8 Budget Call Travel Card Service

Budget Call Travel Card Service is a one-way dial-in dial-out multipoint service allowing Subscribers to originate calls via a Carrier-provided 800 number. Budget Call Travel Card Subscribers may terminate calls in all cities within the state. All calls are rounded to the next higher full minute. In addition, a per-call surcharge will be imposed on all calls.

For purposes of assessing Per Minute Usage Charges, Standard Day, Evening and Night/Weekend calling periods apply. Per Minute Usage Charges are based on airline mileage as calculated using formula in Section 3.3 of this tariff. All calls are rounded to the next higher full minute with a minimum billing of one minute per call.

A maximum per-call surcharge of \$1.25 will be imposed on all calls.

Maximum Rates:

Mileage	Day		Evening		Night/Weekend	
Band	1ST MINUTE	ADD'L MINUTE	1ST MINUTE	ADD'L MINUTE	1ST MINUTE	ADD'L MINUTE
1-10	.5000	.5000	.5000	.5000	.5000	.5000
11-16	.5000	.5000	.5000	.5000	.5000	.5000
17-22	.5000	.5000	.5000	.5000	.5000	.5000
23-30	.5000	.5000	.5000	.5000	.5000	.5000
31-55	.5000	.5000	.5000	.5000	.5000	.5000
56-70	.5000	.5000	.5000	.5000	.5000	.5000
71-124	.5000	.5000	.5000	.5000	.5000	.5000
125+	.5000	.5000	.5000	.5000	.5000	.5000

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3.9 Directory Assistance

The Customer may use the services of the Company for placing calls to directory assistance. The Customer must dial the access code of the Company, followed by the area code and 555-1212. A charge applies to each call to directory assistance, whether or not the directory assistance operator is able to supply the requested number.

Maximum Charge Per Call:

\$0.40

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SECTION 4 - PROMOTIONS

4.1 Promotional Offerings - General

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the Subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or nonrecurring charges.

4.2 Competitive Response Promotion

In order to acquire or retain customer, the Carrier will match certain offers made by other interexchange carriers/resellers where the customer can demonstrate to the Carrier's satisfaction that it intends to accept such offer as an inducement to subscribe to or remain subscribed to such other interexchange carrier's/reseller's services.

Casual Calling - InterLATA

Current Rates

Mileage Band	Day		Evening		Night/Weekend	
	1ST MINUTE	ADD'L MINUTE	1ST MINUTE	ADD'L MINUTE	1ST MINUTE	ADD'L MINUTE
0-10	.2200	.1300	.1700	.1000	.1400	.0800
11-16	.2070	.1260	.1530	.0900	.1350	.0720
17-22	.2160	.1710	.1620	.1260	.1350	.1080
23-30	.2340	.2070	.1620	.1530	.1440	.1440
31-55	.2610	.2250	.1620	.1620	.1440	.1440
56 - 70	.2700	.2430	.1800	.1800	.1620	.1620
71-124	.2550	.2465	.1785	.1785	.1615	.1615
125+	.2370	.2370	.1817	.1817	.1580	.1580

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Casual Calling - IntraLATA

Current Rates

Mileage	Day		Evening		Night/Weekend	
Band	1ST MINUTE	ADD'L MINUTE	1ST MINUTE	ADD'L MINUTE	1ST MINUTE	ADD'L MINUTE
0-10	.2400	.1300	.1800	.0975	.1200	.0650
11-16	.2250	.1260	.1688	.0945	.1125	.0630
17-22	.2700	.1710	.2025	.1283	.1350	.0855
23-30	.3060	.2160	.2295	.1620	.1530	.1080
31-40	.3870	.2340	.2903	.1755	.1935	.1170
41-55	.4320	.2700	.3240	.2025	.2160	.1350
56-70	.4500	.2880	.3375	.2160	.2250	.1440
71-124	.4680	.3150	.3510	.2363	.2340	.1575
125-196	.4770	.3330	.3578	.2498	.2385	.1665
197+	.5040	.3510	.3780	.2633	.2520	.1755

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Travel Card

Current Rates

Mileage Band	Day		Evening		Night/Weekend	
	1ST MINUTE	ADD'L MINUTE	1ST MINUTE	ADD'L MINUTE	1ST MINUTE	ADD'L MINUTE
1-10	.2200	.1300	.1700	.1000	.1400	.0800
11-16	.2070	.1260	.1530	.0900	.1350	.0720
17-22	.2160	.1710	.1620	.1260	.1350	.1080
23-30	.2340	.2070	.1620	.1530	.1440	.1440
31-55	.2610	.2250	.1620	.1620	.1440	.1440
56-70	.2700	.2430	.1800	.1800	.1620	.1620
71-124	.2550	.2465	.1785	.1785	.1615	.1615
125+	.2370	.2370	.1817	.1817	.1580	.1580

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by: Dale M. Gregory, CEO

180 South Clinton Avenue Rochester, New York 14646

Directory Assistance Current Rates

Per Call: \$0.40

Issued: March 9, 1995 Effective: September 14, 1995

by: Dale M. Gregory, CEO

180 South Clinton Avenue Rochester, New York 14646